

**CITY OF SAN JOSE**  
**&**  
**THE ASSOCIATION OF BUILDING, MECHANICAL AND ELECTRICAL INSPECTORS**  
**(ABMEI)**  
**2009 NEGOTIATIONS GROUND RULES**

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**GENERAL PROCESS**

1. The purpose of the parties is to make every effort to reach agreement on a new Memorandum of Agreement by the expiration of the current Agreement on December 10, 2009.
2. Either party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time.
3. There is no implied commitment by either party when brainstorming during negotiation sessions. Any Tentative Agreement on a new Memorandum of Agreement or on individual issues must be in writing and signed by the lead negotiators. Nothing that is not in writing and signed by the lead negotiators will be construed as part of any Tentative Agreement.
4. A Tentative Agreement on a new Memorandum of Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by the Union membership and approval of the City Council in open session. The City's negotiating team agrees that they will make good faith efforts when recommending a Tentative Agreement on the entire contract to the City Manager and the City Council, and the Union agrees that they will make good faith efforts when recommending a Tentative Agreement on the entire contract to the union membership.
5. Each team will have permanent members and lead negotiators. However, the parties may change team members during the negotiation process upon advance notice, at least twenty-four (24) hours prior to the session, to the other team.
6. The City and the Union agree that prior to another person being present at the negotiation sessions, other than the City's negotiating team and the Union's negotiating team, they will give the other side at least ~~twenty-four (24)~~ hours notice, including the name of the other person and topic they will be present for during the negotiation session.

**RELEASE TIME**

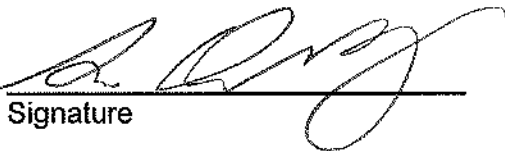
7. The City will authorize release time from regular duties for up to three (3) ABMEI representatives to participate in the negotiation sessions. ABMEI representatives will be granted paid release time for negotiation sessions that occur during their regular work schedule. ABMEI representatives shall not receive compensation for sessions that may occur outside their regular working hours.

8. Release time from regular duties shall include reasonable prep time, about ½ hour for each negotiation session.

**IMPASSE**

9. Pursuant to the City's Employer-Employee Relations Resolution (#39367), impasse procedures may be invoked by either party in person or in writing after a bona fide effort has been made to meet and confer in good faith and such efforts fail to result in agreement.
10. The impasse procedures shall be those specified in Section 23 of Resolution #39367. Please see attached.

**FOR THE CITY**

  
Signature

11-19-09  
Date

**FOR THE UNION**

  
Signature

11-19-09  
Date

# **Employer-Employee Relations Resolution**

## **Resolution #39367**

### Section 23. Resolution of Impasses.

Impasse procedures may be invoked by either party after a bona fide effort has been made to meet and confer in good faith and such efforts fail to result in agreement.

Impasse procedures shall be as follows:

(a) Mediation. All mediation proceedings shall be private. The Mediator shall make no public recommendations nor take any public position concerning the issues. All mediation procedures and sessions shall be private. Mediators shall be mutually accepted by the City and the City of San Jose City Policy Manual employee organizations directly involved, or failing mutual acceptance, mediators shall be selected from a panel submitted by the State Conciliation Service of the State of California.

(b) In the event mediation efforts fail to resolve the impasse, the City and the employee organization directly involved may by mutual agreement select a method to resolve the disputed or unresolved issues.